

## ATTACHMENT 1

### PERFORMANCE WORK STATEMENT

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

## **1. BACKGROUND**

1.1 The Standards and Health Protection Division (SHPD) is under the Office of Science and Technology (OST) within EPA's Office of Water (OW). SHPD's responsibilities under the Clean Water Act of 1987 (CWA) and EPA's Strategic Plan include directing the national program for adoption of Water Quality Standards (WQS), developing prevention and remediation strategies to reduce the risk to human health and aquatic life resulting from contaminated fish and sediment, conducting a program for beach monitoring and advisories relating to microbial pathogens in surface waters, and preparing outreach and awareness materials, including developing instructional materials and presenting workshops.

1.2 Contaminants in surface waters, sediments, and fish tissue pose threats to ecological and human health. Microbial pathogens in surface waters also pose threats to human health through bathing beach exposure. The Fish, Shellfish, Beaches, and Outreach Branch (FSBOB) is developing methods and guidance for EPA's program offices, state agencies, local governments, and nongovernmental organizations to assess, remediate, or otherwise manage, and communicate the risks associated with exposure to these contaminants and microbial pathogens. FSBOB is also conducting studies to assess the national extent and severity of sediments and fish tissue contamination, as well as water-borne pathogens present at bathing beaches.

1.3 The National Water Quality Standards Program provides support for the development, implementation and evaluation of WQS by identifying, assessing, and controlling risks to aquatic ecosystems. This support encompasses a broad range of activities, including the following: regulation, policy, and guidance development; technical support to states/tribes/territories (e.g., modeling, use attainability analyses, and economic and benefits analyses); establishment of national WQS priorities; coordination of WQS reviews and national WQS promulgations; WQS outreach and training; and management of cross-media and multi-Agency policies for attainment of standards and exposure goals.

Contractor support is required for the activities listed and described below. The order of these task areas is not based on importance.

## **2. PURPOSE**

The purpose of this contract is to provide technical support to the Agency in addressing the following task areas:

1. Risk-based analyses;

2. Economic and statistical analyses;
3. Model development and applications;
4. Technical guidance, report development, and general program analysis;
5. Compilation and analysis of national and international environmental data;
6. Development and application of methods;
7. Environmental assessments;
8. Field sampling;
9. Laboratory analysis;
10. Workshops, conferences, training, and logistical support;
11. Expert/peer review support;
12. Public outreach and technology transfer;
13. Compilation, categorization, and summarization of comments; and
14. Preparation of presentation materials.

### **3. PERFORMANCE WORK STATEMENT**

The contractor shall supply all necessary labor, materials, services, equipment and facilities in support of EPA (OST/SHPD) as delineated below and as further directed by specific work assignments.

#### **3.1 Risk-based Analyses**

The contractor shall provide technical support for performing risk-based analyses to assess the human health and/or ecological risks associated with exposure to contaminants and microbial pathogens in water, sediment, and fish tissue. These analyses may address comparative risks of exposure to contaminants from a range of sources, as well as the health benefits of consuming fish. Analyses may also address the human health risks of exposure to microbial pathogens. The contractor shall perform a range of activities related to risk-based analyses, including, but not limited to, the following: compiling and analyzing data; preparing literature searches and reviews, synopses of risk assessment and management issues, and reports; and developing risk-based tissue residue threshold models for bioaccumulation in marine and freshwater species.

#### **3.2 Economic and Statistical Analyses**

The contractor shall produce data required (and economic assessments of cost to be incurred by the regulated community, and local, state, and federal governments) for alternative regulatory and policy options. The contractor shall also provide data required for EPA's assessment of the benefits of the regulation or policy to society. Analyses may include environmental benefits, health benefits, recreational benefits, and other ecological benefits. Other analyses conducted may include cost analysis, cost-effectiveness analysis, and cost-benefit analysis. Where feasible, the contractor shall quantify and monetize the benefits. The data shall be provided in either raw or aggregate form and transmitted in hard copy and electronic format. The contractor shall also conduct other statistical analyses to help interpret data and assess the impact of management options and guidance (as it relates to human health risks from bioaccumulative contaminants and microbial pathogens). These analyses may include preparing and analyzing large sets of environmental and socioeconomic data using a variety of statistical procedures.





### 3.3 Model Development and Applications

The contractor shall select, enhance, validate, calibrate, and apply models, as necessary, to upgrade existing models related to water quality and to address specific problems for which numerical simulation represents an appropriate approach to quantification in a range of environmental areas, such as fate and transport of water column and sediment contaminants, and the occurrence of pathogens at recreational venues. Model applications may be focused on crude screening-level models, or complex physically-based models that may operate on a local scale or at the level of watersheds, air sheds or water bodies. It is anticipated that these models will have the capacity to simulate the fate, transport, distribution, and persistence of multiple categories of pollutants, including persistent and/or toxic contaminants that accumulate in sediments and fish, and microbial contaminants that may originate from point or nonpoint sources. Depending upon the situation, analyses at various levels of complexity may be necessary. The contractor shall be capable of providing descriptions of models and their suitability for various tasks (e.g., regulatory options selection, estimation of point and nonpoint source loadings to receiving water bodies, and health and environmental assessments), discussing model attributes and limitations, and identifying data requirements and the availability of required input data. The contractor shall provide sufficient information to enable EPA to determine the appropriateness of model use in given situations. The contractor shall be prepared to provide a detailed description of the methodology, assumptions, and rationale employed in any modeling exercise. In all cases, EPA will be the decision-maker on model selection and model usage. The contractor shall also provide documentation, training, and direct support for model users, as required.

### 3.4 Technical Guidance, Report Development, and General Program Analysis

The contractor shall provide technical and production support for the development of EPA technical guidance documents and reports, as well as support for other activities related to general program analysis. Documents and reports shall be prepared in support of the Agency's regulatory and non-regulatory requirements for developing and implementing water quality standards and for assessing the human health and ecological risks associated with microbial pathogens in water and with contaminants in water, sediment, and fish tissue. Guidance documents and reports will focus on, but not be limited to, such issues as:

- Assessment, prevention, and remediation of contaminated sediment;
- Testing and analysis of water, fish tissue, and sediment (including dredged materials);
- Interpretation of data for the purposes of human health and ecological risk assessment and water quality standards (WQS) development;
- Development of point and nonpoint source controls to prevent surface water, sediment, and fish tissue contamination;
- Analysis of fish consumption advisories and development of materials related to fish consumption advisories for the protection of human health (e.g., fact sheets, survey reports, etc.);
- Regulatory actions addressing contaminated sediment source control and remediation;
- Design and implementation of water, sediment, and fish tissue monitoring programs;

- Assessment and management of the human health risks caused by exposure to contaminants and microbial pathogens at bathing beaches, and in associated waters, organisms, and sediments;
- Management of data from collection through verification and analysis to reporting;
- Development and review of water quality criteria;
- Antidegradation policy and implementation procedures;
- Designated uses;
- General policies related to WQS, such as mixing zones, flow provisions, and variances;
- Tribal WQS issues;
- Endangered Species Act (ESA) consultations; and
- Other policy support and program management areas to potentially increase efficiencies in the WQS and related programs.

All manuals, technical documents, and outreach materials shall be submitted to the EPA Project Officer/Work Assignment Manager (PO/WAM) for approval prior to issuance or use. The contractor shall provide technical editing services for all documents as directed by the EPA PO/WAM. Training and workshop materials shall be approved by the EPA PO/WAM prior to use or dissemination.

**3.4.1. General Program Analysis:** The contractor shall provide the source information necessary to assist EPA in preparing reports, analyses, and summaries utilized in determining water quality standards program priorities and program implementation. The contractor shall provide data and documentation to be used by the Agency in its analysis of technical issues and options and in its preparation of written reports and documentation to support decisions about implementation of the water quality standards program. The contractor shall apply sound environmental planning and management concepts, a broad understanding of the program, and scientific and engineering principles to produce technical information including model and BASINS user support documentation, modeling results, and deliverables as specified in individual work assignments. Deliverables will include data summaries, technical reports, case studies, websites, and options papers or issue papers.

The contractor shall clearly describe and document in writing the data and information gathering activities; clearly display, characterize and interpret the data and information collected; and clearly explain the assumptions made, indicate the sources used and not used, report dissenting views, and clearly explain the methodological choices made both conceptually and in data selection. The EPA shall fully review all contractor analyses and will make final determinations with regard to program objectives and content of policy.

### **3.5 Compilation and Analysis of National and International Environmental Data**

The contractor shall provide technical support for maintaining and updating OW's and SHPD's national and international environmental databases and applications. The contractor shall also provide technical support for completing data analyses and reports for national, regional, and pilot studies, such as EPA's National Study of Chemical Residues in Lake Fish Tissue and Great Lakes Human Health Fish Tissue Study, EPA's survey of sediment quality in the United States, and EPA's BEACH Report: 20XX Swimming Season. Technical support may be required for

updating and maintaining EPA's national and international listing of fish consumption advisories, EPA's National Sediment Inventory, EPA's national fish study databases, SHPD's portions of EPA's eBeaches system, and water quality standards databases and applications. Work to be completed by the contractor may include:

3.5.1 The collection of water quality standards program, fish advisory program, and recreational water advisory program information from the states/tribes/territories, local and regional governments, and from other countries or sources identified by the EPA WAM through approved surveys and other means as directed by specific work assignments. The contractor shall develop, upgrade, and improve EPA's database applications for the water quality standards program, the fish consumption advisories program, and the recreational water advisory program, as necessary.

3.5.2 Collection of water quality, sediment quality, fish advisory and tissue data from federal and nonfederal sources and compilation of these data in national repositories for storage, analysis, and dissemination (e.g., STORET, WQX, NLFA and/or other repositories where necessary and appropriate).

3.5.3 Investigation of the use of existing OW databases (e.g., STORET, WQX, RAD) and EPA systems (e.g., CDX) and, where necessary or appropriate, design and maintenance of a system for storage, analysis, and dissemination of microbiological water quality data collected at bathing beaches, and other information collected through approved surveys, in scientific studies, and by other means.

3.5.4 Compilation, maintenance, update, and modification of SHPD components of WATERS (Watershed Assessment, Tracking & Environmental Results) [<http://www.epa.gov/waters>].

3.5.5 Development of methodologies, along with identifying and obtaining requisite data layers, to fully support watershed and water quality assessments and simulations using BASINS and AQUATOX.

3.5.6 Maintenance of databases and clearinghouses of data to efficiently and systematically gather, store, and manipulate a variety of technical, environmental, statistical, and scientific information in a format that is usable to EPA.

3.5.7 Support for development of a complete and accurate translation of foreign language data. Translations shall be performed by experienced scientific translators well-versed in statistical, chemical, toxicological, or biological terminology, as appropriate. The contractor shall insure that there are not terminology or language usage ambiguities that make interpretation or analysis of the findings difficult. No translations shall be made without the prior written approval of the EPA PO/WAM.

3.5.8 Georeferencing of fish advisory, fish tissue, and other water quality or sediment data from states/tribes/territories, and compilation of these data in national repositories for storage, analysis, and dissemination (e.g., STORET, WQX, NLFA and/or other repositories where necessary and appropriate).

### **3.6 Development and Application of Methods**

The contractor shall provide technical support for development, evaluation, and application of methods for molecular biological, biological, microbiological, sediment toxicity, and water quality assessment in marine and freshwater environments. Work to be performed by the contractor may include completing laboratory experiments and analyses to develop test protocols, using field and laboratory work to validate test methods, conducting comparative test sensitivity analyses, developing models and guidance for interpretation of test results, conducting inter-laboratory comparison studies, and developing standard method protocol documents. All field monitoring activities, calculations, laboratory records, logs, data processing information, sampling procedures, sample preparation and preservation methods, sample tracking procedures, and field sampling QA/QC efforts assigned by EPA shall comply with all EPA requirements and shall be reported to EPA in the formats specified in individual work assignments.

### **3.7 Environmental Assessments**

The contractor shall provide technical support for conducting environmental assessments, including the following types of efforts: assessing, preventing, and remediating toxic contaminants in water, sediment, and fish tissue; assessing microbial pathogens in water; and implementing 40 CFR Part 131 and Clean Water Act Section 406. These assessments may take many forms, which include, but are not limited to, the following:

- conducting national inventories of point and nonpoint sources of contaminants in various media (e.g., water, sediment, etc.) related to water quality;
- estimating or measuring environmental concentrations of pollutants released from point and nonpoint sources;
- compiling and analyzing point and nonpoint source contaminant discharge information;
- conducting analyses, such as use attainability analyses and site-specific criteria development, in support of water quality standards;
- conducting pollutant-specific evaluations of environmental fate and effects, human and animal health effects, and toxicology;
- determining the effects of evaluated point and nonpoint source discharges on receiving waters;
- assessing watersheds using computer models to evaluate fate and transport of pollutants and their impacts on health and ecosystems;
- performing multimedia modeling analyses addressing fate and effects of multiple pollutants; and
- indicating potential water quality impacts on organisms identified under the ESA and providing support for ESA consultations with the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration National Marine Fisheries Service.

### **3.8 Field Sampling**

The contractor shall provide technical support for performing field sampling for water, fish, sediments, benthic organisms, indicators of microbial pathogens, and other indicators of water quality. Field sampling may include support for national or regional studies, pilot studies, microbiological assessments related to beach monitoring, and assessments for water quality

criteria development, including site-specific criteria development and other water quality standards modifications. Experience at the expert level in freshwater fish sampling and in accurately applying freshwater fish taxonomy to identify fish species is essential to support SHPD's fish contamination monitoring program. The contractor shall conduct field sampling activities in accordance with the requirements outlined in applicable EPA guidance and standard operating procedures (SOPs) as specified in individual work assignments (e.g., "Guidance for Assessing Chemical Contaminant Data for Use in Fish Advisories, Volume 1: Fish Sampling and Analysis", EPA 823-B-00-007; "QA/QC Guidance for Sampling and Analysis of Sediments, Water, and Tissues for Dredged Material Evaluations", EPA 823-B-95-001; "Methods for Collection, Storage and Manipulation of Sediments for Chemical and Toxicological Analyses: Technical Manual", EPA-823-B-01-002).

### **3.9 Laboratory Analysis**

The contractor shall provide technical support for performing laboratory analyses, including application of analytical chemistry methods for sample analysis (e.g., fish tissue, sediment, and water samples) and methods for toxicological, molecular biological, and biological testing. This support consists of developing laboratory solicitations that describe methods requirements, procuring the services of a qualified laboratory, verifying laboratory qualifications, providing technical oversight for laboratory procedures, insuring implementation of all QA/QC requirements, and reviewing (e.g., verifying and validating) and reporting laboratory results. For analytical laboratory support, expertise in analytical chemistry for organics, inorganics and "conventional" pollutants in water, sediments, fish tissue and other media, knowledge of EPA standard analytical methods, and pertinent analytical laboratory experience with the requisite instrumentation and sample preparation/extraction techniques is essential. The contractor shall conduct laboratory analyses and deliver results in accordance with project-specific Quality Assurance Project Plan (QAPP) requirements and requirements of EPA standard methods or other methods specified in work assignments. The contractor shall have or have access to the facilities necessary to perform laboratory analyses. If the contractor has no laboratory facility, the contractor shall demonstrate the capability to obtain and coordinate appropriate laboratory services, when necessary, to access the facilities, equipment, and scientific expertise needed to conduct required laboratory analyses and to monitor laboratory performance.

### **3.10 Workshops, Conferences, Training, and Logistical Support**

The contractor shall provide support to EPA for planning, organizing, conducting and/or attending meetings (e.g., live, interactive, web-based, or satellite-based) developed for a variety of purposes and audiences, including training sessions, interactive workshops, technical assistance workshops, public forums, facilitated negotiations, conferences, and other types of meetings to support the mission of this contract. Contractor support may include, but is not limited to, the following:

- arranging for meeting space (when federally-owned space is not available), exhibit booth space, and audio-visual equipment;
- preparing and formatting of EPA-developed agendas and advance information for attendees (e.g., background papers and logistics sheets);

- providing logistical support for a variety of meetings for EPA, other federal and state agencies, tribes, the regulated community, and the public to support implementation of the water quality standards program and other programs related to water quality;
- preparing visual aids;
- preparing case studies and interactive activities;
- developing and distributing instructional or informational materials;
- providing registration support, including on-line capability and sign-in checklists;
- providing instructors and facilitation support;
- providing on-site technical support;
- summarizing participant evaluations of meeting effectiveness and interpreting results;
- preparing minutes, summary reports, and proceedings documents;
- facilitating strategy sessions with the regions;
- training regions and states in the use of science tools;
- training field sampling teams and laboratory staff on SOPs and other project requirements (e.g., QC requirements) for sample collection and preparation; providing mechanisms for technical assistance to states/tribes/territories, and other users in the application of EPA guidance, databases, models, etc., such as a helpdesk; and
- hosting, producing, and supporting webinars and webcasts.

The contractor shall also provide support to identify and provide speakers or technical experts, including logistical support for their attendance when they meet the requirements of specific contract performance. The contractor shall arrange travel only in accordance with the authority and limitations in the Section H clause entitled “Approval of Contractor Travel” (i.e., use of contract funds to reimburse travel is strictly limited to logistical support for speakers, scientists, and experts who contribute directly to the requirements specified in a work assignment issued under this PWS).

### **3.11 Expert/Peer Review Support**

The contractor shall provide peer review of documents or products developed by EPA. The contractor is precluded from peer review of documents or products that they developed or assisted in developing. The number of reviewers required and their qualifications will be specified by the EPA PO/WAM. These qualifications may be expected to vary with the technical nature of the product. It is the responsibility of the contractor to insure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest. It is also the responsibility of the contractor to submit Conflict of Interest certifications consistent with contract requirements.

The contractor shall submit peer review written comments, with all supporting materials, such as additional references or suggested approaches, to the EPA PO/WAM for EPA preparation of final review and recommendations to EPA authors. Review packages submitted by the contractor to EPA shall include the following:

- written general comments and specific changes or revisions required to improve the clarity and scientific accuracy of documents or products,
- any new data that might contribute to the derivation of improved processes and procedures, and



- other scientific and technical materials that may be pertinent to the peer review.

The contractor shall also be available to clarify any peer reviewer comments and recommendations. See USEPA Peer Review Handbook, 3<sup>rd</sup> Edition ([www.epa.gov/peerreview](http://www.epa.gov/peerreview)) or the most current version.

### **3.12 Public Outreach and Technology Transfer**

The contractor shall provide support to EPA for developing public education, outreach, and technology transfer documents and information materials related to the mission of SHPD programs. These materials shall be developed for public audiences, groups of specific stakeholders, or other audiences identified by EPA. The contractor shall submit draft materials to EPA for review and shall incorporate revisions into the presentation materials, as directed, to prepare final materials. All outreach materials shall conform to the Office of Public Affairs guidelines and requirements described online at [www.epa.gov/productreview/](http://www.epa.gov/productreview/) and shall be submitted in draft and final form to the EPA PO/WAM for review and approval prior to issuance or use. The contractor shall provide technical editing services for all documents as directed by the EPA PO/WAM.

The contractor shall have the capability to develop web-based clearinghouses for a variety of water quality standards issues or related issues. The contractor shall also have the capability to conduct mass mailings and send mass e-mails, as directed in individual work assignments. As specified in work assignments, all training and outreach materials may be developed in both printed format (e.g., documents, posters, pamphlets, newsletters) and electronically-readable format (e.g., CDs, disks, html for internet posting). For print products, the contractor shall prepare and deliver a camera-ready copy and a copy on disk in a format that enables the material to be posted on the internet, as needed. The contractor shall provide all materials in accordance with the limitations set forth in the Section H clause titled "Printing" (EPAAR 1552.208-70).

The contractor shall provide support to EPA for developing and implementing marketing, media, and distribution strategies for public outreach and education materials. The contractor shall also provide support to EPA for evaluating these materials before and after their distribution, as needed.

### **3.13 Compilation, Categorization, and Summarization of Comments**

The contractor shall compile, categorize, and summarize public comments on, and EPA responses to, draft and/or proposed rules, policies, guidance, and other documents developed by EPA that are related to water quality standards and criteria or other SHPD programs. The contractor shall develop a comprehensive index of comments for the purpose of classification into categories. The contractor shall prepare a list with cross-references of all issues, as well as all supporting data and information. Based on its analysis of comments, the contractor shall provide information to be used by the Agency to respond to comments; to improve regulatory, policy, and document development; and to prepare rebuttal testimony or briefs for litigation and court review. For technical issues assigned by EPA, the contractor shall, based upon a thorough knowledge and understanding of the rulemaking strategy, guidance, or document, prepare cogent

and accurate draft technical responses to comments, including all relevant citations, for EPA review and approval.

### **3.14 Preparation of Presentation Materials**

The contractor shall provide support to EPA for the development of briefing and other presentation materials for a variety of audiences on work conducted for EPA under the contract (e.g., results of analyses and assessments, development and application of methodologies, etc.). These audiences may consist of EPA managers and staff, administration and Congressional staff and managers, other government agencies, task forces, public meeting participants, and environmental, professional, or industry organizations. Support for presentation materials may include, but is not limited to, the preparation of briefing packages, slides, binders, posters, and videos. The contractor shall submit draft presentation materials to EPA for review and shall incorporate revisions into the presentation materials, as directed, to prepare final materials. The contractor shall submit all presentation materials in draft final form to the EPA PO/WAM for review and approval prior to distribution or use of the materials. These activities shall only be performed directly in support of the requirements of this performance work statement.

## **4. QUALITY ASSURANCE**

### **4.1 Quality Assurance/Quality Control**

The contract shall have an approved Quality Management Plan (QMP) that conforms with Agency Quality Assurance/Quality Control (QA/QC) procedures in the performance of activities under this contract. This QMP shall include a discussion of how the contractor will address secondary data (existing data) and coordinate QA/QC with subcontractors. The contractor shall follow all Agency QA/QC guidelines associated with data collection and data management described in the Office of Water “Quality Management Plan” (EPA 821-R-09-001) published in February 2009 or subsequent editions.

### **4.2 Quality Assurance Project Plans**

All work funded by EPA that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized data bases and information systems shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). The contractor shall prepare Quality Assurance Project Plans in accordance with published EPA guidance or equivalent specifications defined by EPA, as designated in applicable work assignments.

EPA will review and return the QAPPs, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Agency for approval. The contractor shall not commence work involving environmental data generation or use until the EPA has approved the QAPP or portions thereof affecting the activity. During the period of the contract, the contractor shall implement all QAPPs approved by EPA.

Any QAPP that is approved by EPA for a Work Assignment issued under this contract will be considered by EPA to be available in the public domain and may be distributed by EPA to the public. (See the discussion of “Data Quality Act/Information Quality Guidelines Requirements” in Section 4.5, below)

For more information on EPA’s QAPP requirements and guidance see EPA’s website at: <http://www.epa.gov/quality/qapps.html>.

### **4.3 Quality Assurance Audits**

The contractor and any subcontractor shall anticipate that one or more quality assurance audits may be performed during the contract duration. These external quality assurance audits will be performed by EPA or an EPA support contractor. Selection of the specific areas of focus for audits will be commensurate with the scope and needs of the program. These external audits are intended to complement, not replace, the internal audits performed by the awardee.

### **4.4 Quality Assurance Reporting**

Each published interim and/or final report produced as a result of an activity that required quality documentation shall include, as an integral section of the project report, as an Appendix to the project report, or as a separate report, a readily identifiable discussion of the data quality of the project. Requirements for reports shall be specified in applicable work assignments and shall include the following items at a minimum:

- Discussions of the quality of data produced/used in terms of precision, accuracy, completeness, method detection limit, and representativeness, or semi-quantitative assessments of data quality, as applicable.
- Limitations or constraints on the use of the data, if any.

### **4.5 Data Integrity**

The awardee and any subcontractor shall adhere to a data integrity code. No person shall participate in:

- the intentional selective reporting of data,
- the intentional reporting of data values that are not the actual values obtained,
- the intentional reporting of dates and times of data analyses that are not the actual dates and times of data analyses, or
- the intentional representation of another’s work as one’s own.

[The Data Quality Act (also known as the Information Quality Act) requires EPA to ensure that influential information disseminated by the Agency is sufficiently transparent in terms of data and methods of analysis that the information is capable of being substantially reproduced. To support compliance with these data transparency/data reproducibility requirements, EPA may include Quality Assurance Project Plans (QAPPs) and deliverables prepared by the Contractor as part of any project documentation to be made available to the public. The Contractor may claim information in QAPPs as confidential; if the Contractor chooses to do so, the Contractor shall

submit a sanitized (i.e., public) version and an unsanitized (i.e., confidential) version at the time the QAPP is submitted for approval by EPA. Both the sanitized and unsanitized versions shall be kept current by the Contractor and any and all changes to the QAPP shall be reflected in both versions. The sanitized version shall be included in the public docket or record, and the unsanitized version shall be included in a non-public (i.e., confidential) portion of the docket or record.

#### **4.6 Substantive Changes to EPA-Approved Quality Documentation**

Any substantive changes to the specifications in the EPA-approved QMPs and QAPPs shall be submitted by the contractor to the EPA PO/WAM, respectively, for review and approval. The contractor shall identify the change and explain the rationale for the change. Revisions to EPA-approved QMPs or QAPPs must be approved by the EPA PO/WAM, respectively, as well as the contractor and EPA QA representatives. Implementation of the revision(s) commence(s) only after the awardee receives written EPA approval.

### **5. INFORMATION TECHNOLOGY REQUIREMENTS**

#### **5.1 Compliance with Information Technology Requirements**

- 5.1.1 All work performed under this contract shall adhere to the clause EPAAR 1552.211-79, “Compliance with EPA Policies for Information Resources Management,” which requires adherence to all Agency directives for performance of any IRM related work.
- 5.1.2 All contractor work shall be in compliance with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall also comply with the Federal Information Processing Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with the EPA’s technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures, and formats published as follows:

##### **5.1.2.1 Federal Policies and Regulations**

- Computer Security Act of 1987, Public Law 100-235, [http://csrc.nist.gov/groups/SMA/ispab/documents/csa\\_87.txt](http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt)
- Section 552a of the Privacy Act of 1974, as amended, 5 U.S.C. § 552a, <http://www.justice.gov/opcl/privstat.htm>
- Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d) [www.access-board.gov/sec508/guide/1194.22.htm](http://www.access-board.gov/sec508/guide/1194.22.htm)
- Architectural and Transportation Barriers Compliance Board, Electronic and Information Technology (EIT) Accessibility Standards, 36 C.F.R. Part 1194, <http://www.access-board.gov/sec508/508standards.pdf>
- U.S. Office of Management and Budget (OMB) Circular A-4, Regulatory Analysis,

- [http://www.whitehouse.gov/omb/circulars\\_a004\\_a-4/](http://www.whitehouse.gov/omb/circulars_a004_a-4/)
- OMB Circular A-76, Revised, Performance of Commercial Activities, [http://www.whitehouse.gov/omb/circulars\\_a076\\_a76\\_incl\\_tech\\_correction](http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction)
  - OMB Circular A-119, Revised, Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities, <http://www.whitehouse.gov/omb/circulars/a119/a119.html>
  - OMB Circular A-123, Revised, Management's Responsibility for Internal Control, [http://www.whitehouse.gov/omb/circulars\\_a123\\_rev](http://www.whitehouse.gov/omb/circulars_a123_rev)
  - OMB Circular A-130, Revised, Management of Federal Information Resources, [http://www.whitehouse.gov/omb/circulars\\_a130\\_a130trans4](http://www.whitehouse.gov/omb/circulars_a130_a130trans4)
  - OMB Memorandum M-08-27, Guidance for TIC Compliance, <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf>
  - OMB Memorandum M-08-22, Guidance on Federal Desktop Core Configuration, <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf>
  - OMB Memorandum M-07-11, Implementation of Commonly Accepted Security Configurations for Windows Operating Systems, <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf>
  - OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies, [http://www.whitehouse.gov/omb/fedreg\\_final\\_information\\_quality\\_guidelines](http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines)
  - Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. § 3541, et seq., <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>
  - NIST SP 800-53, Rev. 4, Recommended Security Controls for Federal Information Systems and Organizations, <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
  - Guidance On Implementing the Government Information Security Reform Act, <http://m.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/m01-08.pdf>
  - Government Paperwork Elimination Act (GPEA), 44 U.S.C. § 3504, [http://www.whitehouse.gov/omb/fedreg\\_gpea2](http://www.whitehouse.gov/omb/fedreg_gpea2)
  - OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996, <http://www.whitehouse.gov/omb/memoranda/m96-20.html>
  - OMB Memorandum M-97-16, Information Technology Architectures , <http://www.whitehouse.gov/omb/memoranda/m97-16.html>
  - Presidential Decision Directive - PDD-62, Fact Sheet – Combating Terrorism, <http://fas.org/irp/offdocs/pdd-62.htm>
  - Presidential Decision Directive - PDD-63, White Paper - The Clinton Administration's Policy on Critical Infrastructure Protection, <http://fas.org/irp/offdocs/pdd/pdd-63.htm>
  - Presidential Decision Directive - PDD-67, Enduring Constitutional Government (ECG), Continuity of Government (COG), and Continuity of Operations (COOP), <http://fas.org/irp/offdocs/pdd/pdd-67.htm>
  - NARA Electronic Records Management (ERM) Guidance on the Web,

- <http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html>
- OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractors,  
<http://www.whitehouse.gov/omb/memoranda/fy2005/m05-24.pdf>

#### 5.1.2.2 EPA Policy and Procedures

- EPA Data Standards, [http://www.epa.gov/fem/data\\_standards.htm](http://www.epa.gov/fem/data_standards.htm)
- Information Management & Information Technology Policies Applicable to Contractors Performing Work Under Contracts With EPA,  
<http://www.epa.gov/irmpoli8/>
- EPA Web Guide, <http://www.epa.gov/epafiles/>
- IRM Policy Manual, <http://www.epa.gov/irmpoli8/archived/polman/index.html>

### 5.2 IRM Policies, Standards, and Procedures

<http://www.epa.gov/irmpoli8/policies/index.html>

All contractor work shall be in compliance with the 2100 Series [(2100-2184) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures].

### 5.3 Registry of Environmental Applications and Data

<http://www.epa.gov/epahome/data.html>

A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as READ, to ensure development/enhancement of information resources does not duplicate existing information resources. If potential duplication is determined, the contractor shall consult with the EPA PO/WAM to ensure that existing information resources are optimally utilized in conjunction with the information resource being developed and/or enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with EPA on inserting/updating resource description information in READ.

### 5.4 Data Standards and Environmental Data Registry (EDR)

[http://ofmpub.epa.gov/sor\\_internet/registry/datareg/home/overview/home.do](http://ofmpub.epa.gov/sor_internet/registry/datareg/home/overview/home.do)

Any development/enhancement of information resources (information resources include systems, databases, and models/web applications that utilize information in OW systems and databases), as well as any data products flowing to or from EPA information resources, shall adhere to the data standards detailed in the EDR.

### 5.5 Monitoring Information in STORET and Follow-on Data Systems

<http://www.epa.gov/storet/>

Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of a contract, grant, or cooperative agreement activities shall be

entered into STORET or its follow-on data systems or be made available to the EPA in a compatible format. When entering data, the contractor shall use its company name or other designation specified by the EPA PO/WAM as the entity for data it collected. The contractor shall report to EPA the quality control of the data it uploaded.

## **5.6 National Hydrography Dataset (NHD) Indexing**

<http://www.epa.gov/waters/>

Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using the EPA OW standard formats available on the WATERS website. An example is the National Listing of Fish Advisories (NFLA) advisory and fish tissue data [<http://water.epa.gov/scitech/swguidance/fishshellfish/fishadvisories/index.cfm>], which shall be georeferenced (reach indexed) to the NHD. Exceptions include groundwater data and data that is related to points greater than two miles from the United States coastline. The WATERS website describes EPA tools and training that are available for NHD indexing.

## **5.7 Web Standards**

All software (including web pages) development shall be done in consultation with the EPA PO/WAM/Alternate WAM according to functional requirements and design found in the following documents. All work performed by the contractor shall also adhere to the government policies and guidance in the following manuals:

- EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media:  
(<http://www.epa.gov/productreview/index.html>)
- EPA Web Guide: <http://www.epa.gov/epafiles/>
- EPA Section 508 Accessibility Guide: <http://www.epa.gov/accessibility/>
- Guide for Developing Usable and Useful Web Sites (Usability Guidelines):  
<http://www.usability.gov/>
- EPA Information Resources Management (IRM) Policy:  
<http://www.epa.gov/irmpoli8/policies/index.html>

Contractors shall be familiar with all requirements prior to commencement of work.

## **6. ENVIRONMENTAL JUSTICE**

Executive Order 12898 (Environmental Justice) directs federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the Agency's continuing commitment to environmental justice and fair treatment of all people, the contractor shall notify the EPA PO/WAM of minority and low-income populations, as well as populations with differential patterns of subsistence consumption of fish and wildlife,



likely to be affected by a program, policy, or activity associated with work done under the contract and, when directed by EPA, shall identify any disproportionately high and adverse human health or environmental effects of the program, policy or activity of concern on these populations.

## **7. PERFORMANCE BASED REQUIREMENTS**

The requirements contained in this contract are considered performance-based, focusing on the Agency's desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency's performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. The contractor's performance shall be reflected in the positive or negative evaluation offered by the Agency in the Past Performance Evaluation (PPE) which is evaluated annually (per the Past Performance Evaluation clause in the contract). In issued work assignments, the Performance Objectives shall be designated as "Tasks" specified within the scope of work. In cases where Tasks (Performance Objectives) and minimum Acceptable Quality Levels (AQLs) are not being met, the contractor will make every effort to immediately correct the problem to ensure customer satisfaction. If the problem is systemic, the contractor shall submit a plan of corrective action to the EPA PO/WAM. Each WAM shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), included as Attachment 4 to this contract, which will then be utilized by the EPA PO in preparing the overall evaluations submitted annually in response to the Past Performance Evaluation requirements in the contract. The past performance evaluation scoring will take into consideration the successes, shortcomings, and corrective actions associated with meeting the performance standards delineated in the QASP.

## ATTACHMENT 2

### TECHNICAL EVALUATION CRITERIA

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and Microbial Pathogens in Surface Waters**

The criteria set forth below will be used to evaluate the offerors' technical proposals submitted to fulfill the requirements of the Performance Work Statement (PWS). The offerors shall prepare their submissions in accordance with the Technical Proposal Instructions (TPI), Attachment 5 to this RFP.

#### CRITERIA POINT SUMMARY

Criterion	Weight
I. Corporate Experience	200 Points
II. Qualifications and Availability of Key Personnel	225 Points
III. Staffing Plan	75 Points
IV. Program Management Plan	Acceptable/Unacceptable
V. Small Disadvantaged Business Plan	50 Points
VI. Availability of Resources	100 Points
VII. Past Performance	200 Points
VIII. Appropriateness of Quality Management Demonstration	150 Points
Maximum Potential Points:	<b>1000 Points</b>

#### **I. CORPORATE EXPERIENCE 200 Points**

Demonstrated corporate experience in successfully fulfilling requirements similar to those outlined in this solicitation relative to the following subcriteria:

##### **A. Corporate Technical Experience (150 Points)**

Demonstrated corporate experience in fulfilling the technical requirements for contracts similar in scope and complexity to the requirements of the PWS. Experience should be specifically related to Tasks 3.1-3.14 in the PWS, which include the following: performing analyses (e.g., economic, statistical, and risk-based analyses to assess human health and/or ecological risks) or studies for a variety of purposes related to the EPA's Standards and Health Protection Division (SHPD) programs (e.g, beach, fish, and water quality standards programs); conducting field sampling and laboratory analyses to support environmental assessments related to SHPD programs; supporting development and management of databases for scientific data or public comments; developing technical documents (e.g., technical guidance and reports); having the capacity to identify, assess, and develop reduction strategies for multiple sources of microbial pathogens and toxic or conventional contaminants related to accumulation of these pollutants in surface water, fish, and sediments; and supporting meeting, training, and outreach efforts.

B. Corporate Management Experience (50 Points)

Demonstrated corporate experience in successfully managing contracts similar in size (dollar amount), technical scope, complexity and contract type (cost-plus-fixed-fee [CPFF] contracts with multi-task work assignments that require multiple ongoing projects) to this solicitation, including the management of subcontractors and consultants. Evaluation elements include total contract size (hours per year for level-of-effort [LOE]), number of active work assignments in each contract, and the management of many diverse professional disciplines at any one time on a given project.

II. QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL 225 Points

Demonstrated qualifications (education, experience, and expertise) and availability of the proposed personnel relative to the requirements outlined in the PWS. For Key Personnel, propose a Program Manager, a Quality Assurance (QA) Manager, and five Senior Scientists. One of the proposed Senior Scientists must be a Fisheries Biologist with demonstrated qualifications (education, experience, and expertise) that meet the requirements specified in Task 3.8 (Field Sampling) of the PWS and at least 75% availability for the resultant contract. The other four proposed Senior Scientists must have demonstrated and relevant qualifications collectively covering the following PWS tasks: 3.2 (economic and statistical analyses), 3.5 (compilation and analysis of national and international environmental data), 3.7 (environmental assessments), and 3.9 (laboratory analysis). **Note that individuals proposed as Key Personnel will be listed as such in the contract section H clause entitled “Key Personnel.”** Resumes submitted to support the qualifications of personnel will NOT be considered as part of the page count of the proposal.

A. Qualifications and Availability of the Proposed P4 Program Manager (50 Points)

Demonstrated technical qualifications (education, experience, and expertise) in the technical areas covered by the PWS (3.1-3.14) and availability of the proposed Program Manager. Demonstrated managerial qualifications (education, experience, and expertise) and leadership skills in successfully managing contracts of a similar size and scope (e.g., 10-15 concurrent work assignments), including management of subcontractor effort, multiple ongoing projects, changing priorities, and quick response tasks. Demonstrated expertise in handling administrative requirements such as budgeting, cost monitoring, resource allocations, and technical and financial reporting, as well as quality assurance oversight responsibilities similar to those outlined in the proposed Quality Management Plan (QMP) (see Local Clauses LC-46-22).

B. Qualifications and Availability of the Proposed Key Technical Personnel (125 Points)

Demonstrated technical qualifications (education, experience, and expertise) and availability of the five Senior Scientists in the technical areas (i.e., 3.1-3.14) described in the PWS. One of the Senior Scientists must be a Fisheries Biologist as specified above, and the other four Senior Scientists must meet the requirements specified above.

**C. Qualifications and Availability of the Proposed QA Manager****(50 points)**

Demonstrated technical qualifications (education, experience, and expertise), QA managerial qualifications, and availability of the QA Manager relative to the requirements outlined in Section 4 of the PWS. Demonstrated expertise in handling the QA oversight responsibilities for personnel, and the scientific activities of the offerer, subcontractors, and consultants, similar to those outlined in the proposed contract-specific Quality Management Plan (QMP) (see Technical Proposal Instructions, Attachment 5, Section VIII).

**III. STAFFING PLAN****75 Points**

Quality of the proposed staffing plan specifically tailored to the activities which will be conducted under any resulting contract, including the following:

- Demonstrated adequacy of the approach to obtain and provide qualified non-key technical personnel to support work assignments to be issued in support of all areas included in the PWS;
- Demonstrated appropriateness of the plan for staffing teams for work assignment support, including a summary table of qualifications related to the technical requirements of the PWS and availability of non-key P4 and P3 personnel;
- Demonstrated integration of subcontractors and consultants into a cohesive organization;
- Demonstrated ability to provide adequate resources and expertise to assist in resolution of technical issues/problems;
- Demonstrated appropriateness of the plan proposed to recruit, hire, train, and retain qualified personnel to fulfill the requirements of the PWS and successfully perform the work under the resultant contract; and
- Adequacy of the plan to identify, seek, and acquire personnel for short periods of time (less than one month) as required by specific work assignments.

**IV. PROGRAM MANAGEMENT PLAN****Acceptable/Unacceptable**

Quality of the proposed program management plan specifically tailored to the activities which will be conducted under any resulting contract, including the following:

- Demonstrated appropriateness of the overall organizational structure which clearly delineates the roles and responsibilities of the proposed personnel; the lines of authority among and between contractor and corporate management, contract management, and contractor staff, including subcontractors and consultants; and proposed staff levels, including the proposed Program Manager and span of control mechanisms.
- Adequacy of the communication mechanism proposed to ensure effective coordination and timely management of contract activities, including a discussion of how communications will be instituted and maintained to ensure effective interaction between the offeror and any subcontractors or consultants, and between the offeror and the EPA Project Officer (PO) and Work Assignment Managers (WAMs).
- Demonstrated adequacy and effectiveness of the system proposed to track and monitor individual work assignment costs and project progress, overall contract costs, and level-of-effort to ensure

performance within the established budgetary constraints and scheduled deadlines, including quick response deadlines.

- Demonstrated understanding of the problems associated with performance under a contract of this type (multiple, ongoing projects with changing priorities).
- Adequacy of proposed start-up plan.

## **V. SMALL DISADVANTAGED BUSINESS PLAN**

**50 Points**

Extent of participation by small disadvantaged business (SDB) concerns in performance of the contract as demonstrated by: the extent to which SDB concerns are specifically identified; the extent of the commitment to use SDB concerns; the complexity and variety of the work SDB concerns are to perform; and the extent of participation of SDB concerns in terms of the total contract value.

## **VI. AVAILABILITY OF RESOURCES**

**100 Points**

Demonstrated availability of resources, including the following: demonstrated availability of data processing resources necessary to conduct PWS activities, including computerized statistical (e.g., SAS, R) and database software packages, programming language compilers, GIS and WQ modeling resources (e.g., BASINS, QUAL2E, Aquatox, ArcView, ArcInfo, Virtual Beach) and other required computer tools; demonstrated capability for field collection activities as detailed in section 3.8 of the PWS, including vessels and sampling gear available for sampling different waterbody types (e.g., rivers, streams, and lakes); and demonstrated ability to procure laboratory services necessary to perform laboratory analyses as detailed in section 3.9 of the PWS.

## **VII. PAST PERFORMANCE**

**200 Points**

Demonstrated performance on all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement in terms of technical scope, magnitude (dollar amount), relevance, and complexity (CPFF, multi-task contracts). Areas for consideration include: quality of product or service; timeliness of performance; cost control; business relations; and compliance with subcontracting goals.

## **VIII. APPROPRIATENESS OF QUALITY MANAGEMENT DEMONSTRATION**

**150 Points**

Adequacy of the offeror's plan to effectively manage the quality assurance (QA) activities of the contract, including the completeness and relevance of the offeror's contract-specific quality management plan (QMP) for meeting the QA requirements as described under the PWS, the Section E clause FAR 52.246-11, "Higher Level Contract Quality Requirements", the Section L provision LC-46-22, "Instructions for the Preparation of A Quality Management Plan", and four (4) examples of Quality Assurance Project Plans (QAPPs) or similar quality planning documents relevant to the unique requirements of this solicitation (as stated in the PWS).

Demonstrated appropriateness of QA procedures as proposed in a QMP or corporate quality manual customized to the offeror's proposed management structure and function, including subcontractors and consultants, in conjunction with the appropriateness of the QA procedures as provided in four sample QAPPs, or equivalent QA planning documents, submitted by the offeror, involving the collection, generation, analysis, and use of primary and secondary (existing) data for projects with activities similar to those specified in the proposed contract PWS. Two of the QAPPs must reflect projects that involve primary data (i.e., field sampling, laboratory analysis). Please note that field sampling and laboratory analysis do not need to be covered together in the same QAPP. The other two QAPPs must address compilation and analysis of existing environmental data (e.g., literature search, database search, model applications). The QAPPs should be consistent with the elements specified in EPAQA/R-5, "EPA Requirements for Quality Assurance Project Plans."

## ATTACHMENT 3

## COST PROPOSAL INSTRUCTIONS

**Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

The following paragraphs supplement the instructions set forth in the provision entitled "Instructions for Proposals". These instructions apply to both the prime contractor as well as subcontractors. It is the prime contractor's responsibility to ensure that all instructions are disseminated to subcontractors.

**In the cost proposal, the offeror must certify that all proposed personnel (including proposed subcontractor personnel) meet the qualifications specified in the RFP. In the cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal are included in the labor rate calculations in the cost proposal. Those individuals included in the technical proposal must be included in the cost proposal in a magnitude consistent with the significance of their role in the technical proposal. For example, an individual included in the technical proposal with significant expertise and credentials, who is being included to respond to technical criteria and earn a favorable technical review, should also proportionately be included in the cost proposal at a level of effort reflecting the potential anticipated usage of that individual, so that a crosswalk of expertise and cost is evident. The individual should not, logically, be included in the cost proposal for a very minimal level of effort (i.e., 5 hours) when the proposed individual has been a significant part of the technical expertise evaluation. If individuals in the technical proposal are included in an average labor cost center/pool, offerors shall demonstrate how those individuals are included in the respective cost center/pool for which they are proposed.**

Proposals shall be numbered "1 of 7", "2 of 7", etc. on the front cover of the proposal.

(a) Offerors shall submit a total of 11 summary pages in their chosen format, each showing the total cost and fee proposed for each block of hours below. The offeror's summary sheets shall be supplemented as necessary to provide thoroughness and clarity in the data presented.

1. Base Period, Base Level of Effort (LOE)
2. Base Period, Optional LOE
3. Option Period 1, Base LOE
4. Option Period 1, Optional LOE
5. Option Period 2, Base LOE
6. Option Period 2, Optional LOE
7. Option Period 3, Base LOE
8. Option Period 3, Optional LOE
9. Option Period 4, Base LOE
10. Option Period 4, Optional LOE
11. Aggregate, All Periods, All LOE



(b) The cost breakdown supporting the above documents for the prime contractor and all subcontractors shall be prepared in the following format:

	<u>Base LOE</u>				<u>Optional LOE</u>						
	<u>Base</u>	<u>Opt 1</u>	<u>Opt2</u>	<u>Opt3</u>	<u>Opt 4</u>	<u>Base</u>	<u>Opt1</u>	<u>Opt2</u>	<u>Opt3</u>	<u>Opt4</u>	<u>Total*</u>
Total Direct Labor											
Fringe Benefits											
Overhead											
ODC											
Consultants											
Subcontract											
X											
Y											
Z											
Total Subcontract											
Subtotal											
G&A											
Total Cost											
Base Fee											
Total Cost Plus Fee											

(c) All pages in the cost proposal should be numbered. An index with appropriate page references should be included. A complete narrative explanation regarding the basis of each cost element should also be included.

(d) In addition to the direct labor hours for professional personnel, and estimate is shown for clerical hours. If it is your disclosed practice to charge such effort as a direct cost, your proposal must include the appropriate costs for the estimated clerical hours. If clerical effort is recovered through an indirect cost pool, your proposal need not reflect the estimated clerical hours as a direct cost but should clearly indicate that such effort is recovered as an indirect cost. It is noted that no estimate has been included for company management. Company management is defined as all management above the Contract Manager level. If it is your disclosed practice to include company management as a direct cost, then your proposal must include an estimate of the hours and associated direct labor rate and an explanation of how the item will be billed. A narrative explanation of the basis of this estimate must also be included. If company management or other support is recovered through an indirect cost pool, no direct cost estimate is required. Your proposal must clearly indicate whether your disclosed practice is to recover company management and other support effort as a direct or indirect cost..

(e) The direct labor hours in Subparagraph (i) are the estimated workable hours required by the Government. These hours do not include release time such as holiday, vacation, and sick leave. The portion of release time allocable to the proposed direct labor hours shall be computed and shown separately from the direct labor rate. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However, if release time or other labor-related costs are factored into your direct labor rates, these costs must be separately identified in your proposal. Your proposal should clearly indicate your disclosed practice regarding recovery of release time or paid absence.

(f) For each contract period, the offeror shall propose the amount specified in Subparagraph (i) for Other Direct Cost (ODC). The specified amount may be allocated between the prime contractor and subcontractors if applicable. The estimated distribution of the specified ODC appears under the level of effort chart. If you anticipate additional ODCs other than those listed in the distribution, your cost proposal must identify such costs as separate line items. Narrative explanations regarding the basis of the additional ODCs must also be included.

(g) When subcontract effort is included in the cost proposal, the prime contractor shall submit charts for each period (base level-of-effort and optional level-of-effort as separate charts) and for the aggregate (all periods, all hours) which clearly indicate the exact allocation of the specified level-of-effort among the prime contractor and the proposed subcontractors. Specified labor categories as well as job titles within the labor categories should be identified. **THIS CHART SHOULD BE INCLUDED IN BOTH THE TECHNICAL PROPOSAL AND THE COST PROPOSAL. HOWEVER, ONLY IN THE COST PROPOSAL SHOULD THE CHART ALSO REFLECT THE ALLOCATION OF THE SPECIFIED ODC.**

(h) Offerors shall prepare proposals utilizing the labor categories, level-of-effort and ODC specified in the chart below. The level-of-effort is estimated to approximate the mix that will be required and is used primarily to provide a sound basis on which to compare competing cost proposals. The actual mix of hours incurred in performance of any resulting contract may vary greatly due to unknown factors that make the use of a level-of-effort contract necessary. Documents shall be submitted showing this data, one for each column in the chart below.

The cost must be broken down by discipline only if there are different labor rates for disciplines within a professional level. The disciplines identified under the professional categories are provided to reflect the professional titles commonly associated with the work to be performed under this contract. Those submitting proposals are encouraged to submit a professional staff which demonstrate the appropriate technical expertise and competence involved in these disciplines. The official titles of the proposed staff need not correlate with this list, which is provided merely to demonstrate the levels of expertise being sought. If the cost is not broken down by discipline, the proposal shall include a statement that rates are the same for all disciplines within a professional level.

The amounts shown for ODC do not include any indirect cost or fee. If it is your disclosed practice to apply an indirect rate to any of the categories of cost listed below, that indirect cost would be over and above the specified amounts. Your proposal should identify the applicable indirect cost as a separate line item.

The prime contractor and all subcontractors must include a statement that it is their normal accounting practice to charge the cost items specified below as direct costs. If any of the items are normally indirect costs, the proposal shall indicate the items and the allocated ODC amount shall be reduced accordingly.

If the prime contractor or any subcontractor has any normal ODC items that are not included in the list shown below, the basis for the ODC shall be explained in the proposal and the appropriate amount shall be added to the specified ODC.

(i) The format on the following page is provided as a guideline in preparing the charts.

**Note:**

**If it is your practice to propose uncompensated overtime, please indicate this information in your cost proposal.**

**If the indirect cost rates included in your proposal and/or your subcontractors' proposals are lower than the current, approved forward-pricing rates or current, approved provisional billing rates, it shall be assumed that these are ceiling rates, and they shall be incorporated into any resultant contract as such if the award is made upon initial proposals. If there is any objection to this, an explanation to the approach taken must be included in the narrative section in your proposal.**

**If a proposed subcontractor does not have an approved accounting system (one that is considered adequate for use on Government cost-type contracts), consent for a cost-type (CPFF, etc.) subcontract will not be granted. Under this situation, a fixed-rate type subcontract would be more appropriate, and, for proposal purposes, the ODCs should remain with the prime contractor. During performance the ODCs must be managed by the prime contractor but may be allocated to the subcontractor on an as-needed basis. Please keep this in mind when negotiating the contract type with your subcontractors.**

**NOTE: PLEASE REFER TO THE ATTACHMENT ENTITLED "DEFINITIONS OF LABOR CLASSIFICATIONS."**

Level of Effort Distribution Table

P-4	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
<b>Program Manager</b>	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,000
<b>QA Manager</b>	500	500	500	500	500	500	500	500	500	500	5,000
<b>Senior Scientist Key Personnel</b>	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	31,000
<b>Senior Analyst</b>	500	500	500	500	500	500	500	500	500	500	5,000
Total P-4	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	51,000
P-3	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
<b>Chemist</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Statistician</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Writer/Editor</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Toxicologist</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Modeler</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Enviromental Eng.</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Computer Programmer</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Analyst</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Biologist</b>	300	300	300	300	300	300	300	300	300	300	3,000
<b>Technician</b>	300	300	300	300	300	300	300	300	300	300	3,000
Total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	30,000

P-3											
P-2	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
<b>Junior Engineer</b>	200	200	200	200	200	200	200	200	200	200	2,000
<b>Junior Analyst</b>	200	200	200	200	200	200	200	200	200	200	2,000
<b>Junior Scientist</b>	800	800	800	800	800	800	800	800	800	800	8,000
<b>Junior Writer/Editor</b>	200	200	200	200	200	200	200	200	200	200	2,000
<b>Meeting Coordinator</b>	600	600	600	600	600	600	600	600	600	600	6,000
Total P-2	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	20,000
P-1	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
<b>Associate Engineer</b>	400	400	400	400	400	400	400	400	400	400	4,000
<b>Associate Scientist</b>	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	15,000
Total P-1	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	19,000
<b>TOTAL PROF HOURS</b>	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	120,000
<b>Clerical Hours</b>	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	12,000

**OTHER DIRECT COSTS**

<u>Base Quantity</u>	<u>BasePd</u>	<u>OptPd1</u>	<u>OptPd2</u>	<u>OptPd3</u>	<u>OptPd4</u>	<u>Total</u>
Supplies	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
Postage/Fed Ex	\$ 150,000.00	\$ 153,750.00	\$ 157,593.75	\$ 161,533.59	\$ 165,571.93	\$ 788,449.28
Reproduction	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
Telephone	\$ 11,500.00	\$ 11,787.50	\$ 12,082.19	\$ 12,384.24	\$ 12,693.85	\$ 60,447.78
Computer Use	\$ 138,600.00	\$ 142,065.00	\$ 145,616.63	\$ 149,257.04	\$ 152,988.47	\$ 728,527.13
Equipment/Meeting Room/AV Rental	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
Laboratory Services	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
Travel	\$ 175,000.00	\$ 179,375.00	\$ 183,859.38	\$ 188,455.86	\$ 193,167.26	\$ 919,857.49
Data Collection Services	\$ 25,000.00	\$ 25,625.00	\$ 26,265.63	\$ 26,922.27	\$ 27,595.32	\$ 131,408.21
Temporary Services	\$ 75,000.00	\$ 76,875.00	\$ 78,796.88	\$ 80,766.80	\$ 82,785.97	\$ 394,224.64
Total ODCs	<b>\$ 775,100.00</b>	<b>\$ 794,477.50</b>	<b>\$ 814,339.44</b>	<b>\$ 834,697.92</b>	<b>\$ 855,565.37</b>	<b>\$4,074,180.23</b>

<u>Option Quantity</u>	<u>BasePd</u>	<u>OptPd1</u>	<u>OptPd2</u>	<u>OptPd3</u>	<u>OptPd4</u>	<u>Total</u>
Supplies	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
Postage/Fed Ex	\$ 150,000.00	\$ 153,750.00	\$ 157,593.75	\$ 161,533.59	\$ 165,571.93	\$ 788,449.28
Reproduction	\$ 50,000.00	\$ 51,250.00	\$ 52,531.25	\$ 53,844.53	\$ 55,190.64	\$ 262,816.43
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Total ODCs	<b>\$ 775,100.00</b>	<b>\$ 794,477.50</b>	<b>\$ 814,339.44</b>	<b>\$ 834,697.92</b>	<b>\$ 855,565.37</b>	<b>\$4,074,180.23</b>

Total ODCs **\$8,148,360.46**

## ATTACHMENT 4

## QUALITY ASSURANCE SURVEILLANCE PLAN

**Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and of Microbial Pathogens in Surface Waters**

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA Contracting Officer (CO), Project Officer (PO), and Work Assignment Manager (WAM) throughout performance of the contract and shall immediately bring potential problems to the attention of the appropriate EPA WAM. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA WAM within 3 business days of occurrence.	100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report) to identify unreported issues. The EPA WAM will report any issues to the EPA PO, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Business Relations in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.  Fewer than two incidents per contract period where the contractor does not meet the measureable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
<b>Timeliness:</b> Services and deliverables shall be in accordance with schedules stated in each work assignment, unless amended or modified by an approved EPA action.	During any period of performance, 90% of all submitted deliverables shall be submitted no later than one business day past the due date.	100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA WAM will report any issues to the EPA PO, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Timeliness in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.  A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Timeliness</b> if the contractor meets the measureable performance standards.



<p><b>Cost Management and Control:</b> The Contractor shall monitor, track and accurately report level-of-effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	<p>The Contractor shall manage costs to the level of the approved ceiling on the work assignment. The Contractor shall notify the EPA WAM/PO when 75% of the approved funding ceiling for the work assignment is reached.</p>	<p>The EPA PO will routinely meet with the Contractor's Project Manager to discuss the work progress, and the contract and individual work assignment expenditures. The EPA PO shall review the Contractor's Monthly Progress Reports and request the WAM's verification of expenditures and technical progress before authorizing invoice payments.</p>	<p><b>Unsatisfactory</b> rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the Contract.</p>
<p><b>Technical Effort:</b> The analyses or products developed by the Contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources; quality assurance measures shall be conducted in accordance with contract and Agency requirements, and any additional requirements outlined in individual work assignments or technical directives. Any work requiring the Contractor to provide options or recommendations shall include the rationale used in selecting the option/recommendation and all other options and recommendations considered.</p>	<p>All analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All analyses and products (initial and final drafts) shall conform in format and content to requirements specified by the WAM in written technical direction, and should meet the objectives stated in the work assignment. All initial draft documents shall be clearly written at a level appropriate to the targeted audience. All information shall be factual, technically sound, and accurate, with data sources identified.</p>	<p>EPA will review all analyses conducted and products prepared by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate their merit.</p>	<p><b>Unsatisfactory</b> rating under the category of Quality of Product or Service in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance, even after review input and follow up discussion by Agency personnel.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Quality of Product or Service</b> if the contractor meets the measureable performance standards.</p>

<p><b>Quality Assurance/Quality Control (QA/QC):</b> The Contractor shall comply with the quality assurance requirements specified in EPA Requirements for Quality Assurance Project Plans (<a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a>) and as required by the EPA WAM. The Contractor shall assign appropriately leveled and skilled technical and quality assurance personnel to develop a Quality Assurance Project Plan (QAPP) for all tasks requiring collection or use of environmental data.</p> <p>The QAPP shall be developed in consultation with the EPA WAM, and fully approved by the appropriate EPA personnel, before initiation of activities involving environmental data collection or use.</p> <p>Any change in the planned environmental data activities that become necessary during the course of the project shall be fully documented in approved revised versions of the QAPP prior to their implementation.</p>	<p>The Contractor shall notify the EPA WAM of any issues that impact project quality within 3 business days of occurrence.</p> <p>The Contractor shall notify the EPA WAM and PO within 5 business days of occurrence of any requests to collect or use environmental data without an EPA-approved QAPP.</p> <p>The Contractor shall document all QA/QC activities, including compliance with the quality objectives specified in the QAPP, in Monthly Progress Reports.</p>	<p>100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report) to assess contractor compliance with the approved QAPP, and to identify unreported issues related to project quality and requests to collect or use environmental data without an EPA-approved QAPP. The EPA WAM will report any issues to the EPA QAO and PO, who will bring the issue(s) to the Contractor's attention through the EPA CO for immediate resolution.</p>	<p><b>Unsatisfactory</b> rating under the category of Quality Assurance/Quality Control in the CPARS if more than three incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality Assurance/Quality Control if the contractor meets the measureable performance standards.</p>
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## ATTACHMENT 4

## QUALITY ASSURANCE SURVEILLANCE PLAN

**Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and of Microbial Pathogens in Surface Waters**

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA Contracting Officer (CO), Project Officer (PO), and Work Assignment Manager (WAM) throughout performance of the contract and shall immediately bring potential problems to the attention of the appropriate EPA WAM. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA WAM within 3 business days of occurrence.	100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report) to identify unreported issues. The EPA WAM will report any issues to the EPA PO, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Business Relations in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.  Fewer than two incidents per contract period where the contractor does not meet the measureable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
<b>Timeliness:</b> Services and deliverables shall be in accordance with schedules stated in each work assignment, unless amended or modified by an approved EPA action.	During any period of performance, 90% of all submitted deliverables shall be submitted no later than one business day past the due date.	100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA WAM will report any issues to the EPA PO, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Timeliness in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.  A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Timeliness</b> if the contractor meets the measureable performance standards.

<p><b>Cost Management and Control:</b> The Contractor shall monitor, track and accurately report level-of-effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	<p>The Contractor shall manage costs to the level of the approved ceiling on the work assignment. The Contractor shall notify the EPA WAM/PO when 75% of the approved funding ceiling for the work assignment is reached.</p>	<p>The EPA PO will routinely meet with the Contractor's Project Manager to discuss the work progress, and the contract and individual work assignment expenditures. The EPA PO shall review the Contractor's Monthly Progress Reports and request the WAM's verification of expenditures and technical progress before authorizing invoice payments.</p>	<p><b>Unsatisfactory</b> rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the Contract.</p>
<p><b>Technical Effort:</b> The analyses or products developed by the Contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources; quality assurance measures shall be conducted in accordance with contract and Agency requirements, and any additional requirements outlined in individual work assignments or technical directives. Any work requiring the Contractor to provide options or recommendations shall include the rationale used in selecting the option/recommendation and all other options and recommendations considered.</p>	<p>All analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All analyses and products (initial and final drafts) shall conform in format and content to requirements specified by the WAM in written technical direction, and should meet the objectives stated in the work assignment. All initial draft documents shall be clearly written at a level appropriate to the targeted audience. All information shall be factual, technically sound, and accurate, with data sources identified.</p>	<p>EPA will review all analyses conducted and products prepared by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate their merit.</p>	<p><b>Unsatisfactory</b> rating under the category of Quality of Product or Service in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance, even after review input and follow up discussion by Agency personnel.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Quality of Product or Service</b> if the contractor meets the measureable performance standards.</p>

<p><b>Quality Assurance/Quality Control (QA/QC):</b> The Contractor shall comply with the quality assurance requirements specified in EPA Requirements for Quality Assurance Project Plans (<a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a>) and as required by the EPA WAM. The Contractor shall assign appropriately leveled and skilled technical and quality assurance personnel to develop a Quality Assurance Project Plan (QAPP) for all tasks requiring collection or use of environmental data.</p> <p>The QAPP shall be developed in consultation with the EPA WAM, and fully approved by the appropriate EPA personnel, before initiation of activities involving environmental data collection or use.</p> <p>Any change in the planned environmental data activities that become necessary during the course of the project shall be fully documented in approved revised versions of the QAPP prior to their implementation.</p>	<p>The Contractor shall notify the EPA WAM of any issues that impact project quality within 3 business days of occurrence.</p> <p>The Contractor shall notify the EPA WAM and PO within 5 business days of occurrence of any requests to collect or use environmental data without an EPA-approved QAPP.</p> <p>The Contractor shall document all QA/QC activities, including compliance with the quality objectives specified in the QAPP, in Monthly Progress Reports.</p>	<p>100% of active work assignments under the contract will be reviewed by the EPA WAM monthly (via Monthly Progress Report) to assess contractor compliance with the approved QAPP, and to identify unreported issues related to project quality and requests to collect or use environmental data without an EPA-approved QAPP. The EPA WAM will report any issues to the EPA QAO and PO, who will bring the issue(s) to the Contractor's attention through the EPA CO for immediate resolution.</p>	<p><b>Unsatisfactory</b> rating under the category of Quality Assurance/Quality Control in the CPARS if more than three incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality Assurance/Quality Control if the contractor meets the measureable performance standards.</p>
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## ATTACHMENT 5

### TECHNICAL PROPOSAL INSTRUCTIONS

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and Microbial Pathogens in Surface Waters**

**Offerors shall provide one (1) original, and seven (7) copies of its technical proposal both in hardcopy and on CD. FAXED OR E-MAILED COPIES WILL NOT BE ACCEPTED.**

1. These technical proposal instructions expand the instructions set forth in the provision in Section L entitled "Instructions for Proposals (LC-15-21)." Technical evaluation of proposals will be based on the Technical Evaluation Criteria included with the RFP as Attachment 2.
2. The technical proposal shall be limited to 100 double-sided typewritten pages on 8 ½ x 11 paper, using no less than 12-point character size in Arial or Times New Roman font and no less than 3/4" margins on all sides. A minimum of 8-point character size in Arial or Times New Roman font is acceptable for non-text items, such as tables, graphics, and exhibits. Any information contained on pages that exceed the page limit shall not be evaluated. The following items are excluded from the page limitation: letters of transmittal, cover page, table-of-contents, and dividers. A foldout page counts as one page, but foldout pages are limited to information organized in tables. The offeror is strongly urged to be as succinct and clear as possible in writing the technical submission and adhering to the page limitation. "Bulletized" or outline formats are welcomed where appropriate. The offeror's Quality Management Plan (QMP) and example Quality Assurance Project Plans (QAPPs) shall be submitted as separate attachments to the technical proposal, and they shall not count toward the page limitation. Resumes of proposed key personnel and letters of commitment may be attached in a tabbed section at the end of the technical proposal and will not be counted toward the page limitation.
3. The technical proposal must be prepared as a separate part of the total proposal package, and it shall be specific and sufficiently detailed to allow a complete evaluation of the approach described for satisfying the requirements set forth in the RFP Performance Work Statement (PWS). All cost or pricing details shall be omitted from the technical proposal.
4. Organization - It is strongly suggested that proposals be placed in a three-ring binder (not spiral) with dividers that clearly identify and separate the following eight (8) sections:
  - I. Corporate Experience
  - II. Qualifications and Availability of Key Personnel
  - III. Staffing Plan
  - IV. Program Management Plan
  - V. Small Disadvantaged Business Plan
  - VI. Availability of Resources
  - VII. Past Performance

## VIII. Appropriateness of Quality Management Demonstration

The technical proposal shall comprehensively address each of the criteria described in Attachment 2, “Technical Evaluation Criteria,” and it shall be prepared in exactly the same order using the same numbering system for all criteria and subcriteria. Only information included under the individual criterion/subcriterion or specifically referenced under the individual criterion/subcriterion will be considered for evaluation of that particular criterion/subcriterion. Resumes and consultant letters of commitment referenced in more than one criterion need only be attached once as an appendix or attachment.

5. The term “offeror” shall mean the prime contractor and any proposed subcontractors and consultants.

6. It is mandatory that offerors include, in both their cost and technical proposals, a clear explanation of how the individuals or categories proposed correspond to the required Labor Categories (see Attachment 7). If proposal costing is not based on specific individuals that are clearly named in both the cost and technical proposals, it is the contractor’s responsibility to demonstrate clearly in its cost proposal that the method of pricing accurately reflects the costs of using the individuals cited.

The following instructions apply to the Technical Evaluation Criteria in Attachment 2. It should be noted that the following instructions are being provided to supplement the technical evaluation criteria. Offerors are expected to provide and address all of the information indicated in the technical evaluation criteria. The instructions provided below in no way limit or eliminate that requirement.

### **I. CORPORATE EXPERIENCE**

This criterion evaluates the offeror’s corporate technical and managerial experience in fulfilling the requirements of contracts of similar technical scope, size, complexity and type.

#### **A. Corporate Technical Experience**

Information provided for this subcriterion (IA) should clearly demonstrate the prime’s (and any proposed subcontractor’s and/or consultant’s) corporate experience in fulfilling the technical requirements of contracts similar in scope and complexity to the requirements of the PWS, including experience in providing technical support for multiple projects with changing priorities. In describing **corporate technical experience**, include (a) the title and technical description of the contract, (b) client (or sponsor), (c) the dates of performance, (d) the specific role the offeror assumed in the overall performance (e.g., prime, subcontractor, or consultant), (e) relevance of the experience to the requirements in the PWS of this procurement, and any other information that would serve to establish the offeror’s demonstrated corporate technical experience in fulfilling the technical requirements of contracts similar in technical scope and complexity to this solicitation. In areas where expertise and capabilities cannot be demonstrated in-house, provide names, qualifications, availability and experience of

subcontractors and consultants you intend to use to satisfy the requirements. Report only those projects completed within the past five years and current projects.

#### B. Corporate Management Experience

Information provided for this subcriterion (IB) should clearly demonstrate the prime contractor's corporate experience in managing work assignment, level-of-effort (LOE), cost-plus-fixed-fee (CPFF) type contracts similar in size, scope, and complexity to the requirements of the PWS, including experience in managing subcontractors and consultants, and in managing multiple projects with changing priorities. In describing **corporate management experience**, include (a) the title and technical description of the contract, (b) the total dollar value and type of contract, (c) client (or sponsor), (d) the dates of performance, (e) the specific role assumed in the overall performance (e.g., prime, subcontractor, or consultant), (f) the number of work assignments managed, (g) the number of subcontracts managed, and any other information that would serve to establish the prime contractor's demonstrated corporate management experience in fulfilling the managerial requirements of contracts similar in size (dollar amount), scope, complexity, and type (LOE, CPFF) to this solicitation. Report only those projects completed within the past five years and current projects.

## II. QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL

This criterion is established to evaluate the qualifications and availability of the offeror's key personnel to accomplish the work described in the PWS. Offerors should provide documentation demonstrating the qualifications (education, experience, and expertise) and the availability for the proposed key personnel. The information provided to demonstrate a person's qualifications shall clearly document the individual's educational achievements and specific past experience and expertise in performing projects similar to those anticipated under the proposed contract. To demonstrate availability, describe how the proposed key personnel will remain available for this requirement while they fulfill their obligations to other contracts or clients. Please refer to the Definition of Labor Classifications document included as Attachment 7 to the RFP. Offerors should propose the following key personnel: a Program Manager; five Senior Scientists; and a Quality Assurance (QA) Manager. One of the Senior Scientists must be a Fisheries Biologist with demonstrated qualifications that meet the requirements described in Task 3.8 (Field Sampling) of the PWS and have at least 75% availability. The other four proposed Senior Scientists must collectively have demonstrated relevant qualifications in the following PWS tasks: 3.2 (economic and statistical analyses), 3.5 (compilation and analysis of national and international environmental data), 3.7 (environmental assessments), and 3.9 (laboratory analysis). **Note that individuals proposed as Key Personnel will be listed as such in the contract section H clause entitled "Key Personnel."** Resumes submitted to support the qualifications of key personnel will NOT be considered as part of the page count of the proposal.

#### A. Qualifications and Availability of the Proposed P4 Program Manager



This subcriterion is established to evaluate the qualifications and availability of the proposed P4 Program Manager. Information provided for this subcriterion (IIA) should clearly demonstrate the technical and managerial qualifications and availability of the proposed Program Manager.

1. Information is required to demonstrate technical qualifications (education, experience, and expertise) in the technical areas described in Section 3 (Tasks 3.1-3.14) of the PWS and the availability of the proposed Program Manager. At a minimum, provide the individual's resume and present the following items related to technical qualifications and availability in a simple, systematic table format or listing:
  - a. Name, Professional Level, Job Title, and Proposed Role under the contract.
  - b. Percent of time available for the contract and commitment letter if not already an employee.
  - c. Degree(s) held and corresponding field of study.
  - d. Years of experience in the area of expertise.
  - e. \*Specific project experience related to the PWS areas of responsibility.
  - f. Job responsibility and goals met for the project experience described in item e.
  - g. Time dedicated to each project in item e.
  - h. Beginning and ending dates of each project in item e.
  - i. Current project commitments, including the percent of time for each project and the duration of each project.

\* It is not sufficient to merely state that an individual worked on a project.  
 EXPLAIN WHAT HE/SHE DID AND ITS RELEVANCE TO THE  
 REQUIREMENTS DESCRIBED IN THE PWS.

2. Information is required to demonstrate managerial qualifications and leadership skills (education, experience, and expertise) of the proposed Program Manager in successfully managing contracts of a similar size and management scope, including management of subcontractor efforts, multiple ongoing projects, changing priorities, and quick response tasks. The information provided should clearly establish the management credentials of the proposed Program Manager and demonstrate the proposed Program Manager's expertise in handling administrative requirements such as budgeting, cost monitoring, resource allocations, and technical and financial reporting. **Note that the individual proposed as Program Manager will be listed as such in the contract section H clause entitled "Key Personnel."** At a minimum, present the following items related to managerial qualifications in a simple, systematic table format or listing:
  - a. Years of management experience.
  - b. \*Specific managerial experience in managing contracts similar in size (contracts with values ranging from \$10M to \$25M and durations of 3 to 5 years), technical scope, and type (work assignment, LOE, CPFF, having multiple projects with changing priorities), including the corporate name of the employer.

- c. Goals met and achievements for each contract in item b.
- d. Beginning and ending dates of each contract in item b.
- e. Number of technical personnel supervised and subcontractors and consultants coordinated for each contract in item b.
- f. Number of work assignments under each contract in item b.
- g. Sponsor and value of each contract in item b.
- h. Technical scope of each contract in item b.
- i. Current contract/program management commitments, including the percent of time for each contract and the duration of each contract. Demonstrate how the Program Manager will remain available for this requirement while fulfilling his or her obligations to other contracts or clients. Please note: If you provide a percentage of availability, please explain what the percentage is based on.

\* It is not sufficient to merely state that an individual worked as a manager.  
EXPLAIN WHAT HE/SHE DID.

**B. Demonstrated Qualifications and Availability of the Proposed Key Technical Personnel**

This subcriterion is established to evaluate the qualifications (education, experience, and expertise) and availability of the five Senior Scientists relative to the requirements outlined in Section 3 of the PWS. One of the Senior Scientists must be a Fisheries Biologist as specified above, and the other four Senior Scientists must meet the requirements specified above. The proposed five Key Personnel Senior Scientists must be able to fulfill all of the hours set forth in the Cost Proposal Instructions, Attachment 3. **Note that each individual proposed as Key Technical Personnel will be listed as such in the contract section H clause entitled “Key Personnel.”** At a minimum, provide each individual’s resume and present the following items in a simple, systematic table format or listing:

- a. Name, Professional Level, Job Title, and Proposed Role under the contract.
- b. Percent of time available for the contract and commitment letter if not already an employee of the prime or subcontractor.
- c. Degree(s) held and corresponding field of study.
- d. Years of experience in the area of expertise for the Proposed Role under the contract.
- e. \*Specific experience related to the PWS area of responsibility.
- f. Job responsibility for the experience described in item e.
- g. Goals met and achievements for the project experience described in item e.
- h. Time dedicated to each project in item e.
- i. Beginning and ending dates of each activity in item e.
- j. Current project commitments, including the percent of time for each project and the duration of each project.
- k. If the experience is not related to the technical scope specified in this solicitation, include a statement about the relevance of the experience to the PWS.

\* It is not sufficient to merely state that an individual worked on a project. EXPLAIN WHAT HE/SHE DID AND ITS RELEVANCE TO THE REQUIREMENTS DESCRIBED IN THE PWS.

### C. Demonstrated Qualifications and Availability of the Proposed QA Manager

This subcriterion is established to evaluate the technical and QA managerial qualifications (experience, education, and expertise) and availability of the proposed QA Manager relative to the requirements outlined in Section 4 of the PWS. **Note that any individual proposed as a QA Officer/Manager will be listed as such in the contract section H clause entitled “Key Personnel.”** At a minimum, provide each individual’s resume and present the following items in a simple, systematic table format or listing:

- a. Name, Professional Level, Job Title, and Proposed Role under the contract.
- b. Percent of time available for the contract and commitment letter if not already an employee of the prime or subcontractor.
- c. Degree(s) held and corresponding field of study, as well as any quality assurance credentials (e.g., certifications, organizational memberships, etc.) achieved.
- d. Years of experience in the area of expertise for the Proposed Role under the contract.
- e. \*Specific experience operating under and managing a corporate quality system relevant to the complexity (multiple corporate units, subcontractors and/or consultants) of the organizational structure proposed in the Program Management Plan (PMP) and the QMP.
- f. Job responsibility for the experience described in item e.
- g. Goals met and achievements for the experience described in item e.
- h. Time dedicated to each QA management activity in item e.
- i. Beginning and ending dates of each activity in item e.
- j. Current project commitments, including the percent of time for each project and the duration of each project.
- k. If the experience is not related to QA for the technical scope specified in this solicitation, include a statement about the relevance of the experience to the PWS.

\*It is not sufficient to merely state that an individual worked as a quality system manager. EXPLAIN WHAT HE/SHE DID.

## III. STAFFING PLAN

This criterion is established to evaluate the appropriateness of the staffing plan proposed by the offeror to provide qualified non-key technical personnel in the technical areas covered by the

PWS. Evaluation of the quality of the staffing plan will be based on the elements of the plan listed and described below. Offerors should provide the specific information identified in the description of each element to clearly demonstrate the appropriateness of the staffing plan and the offeror's ability to obtain and provide personnel for work assignment teams that are technically qualified to meet the PWS requirements and available to provide the necessary technical support.

- Demonstrated adequacy of the approach to obtain and provide qualified technical personnel to support work assignments. The proposal should provide a detailed description of the offeror's approach for obtaining and providing qualified non-key technical personnel for performance of work assignments in the technical areas described in Section 3 of the PWS.
- Demonstrated appropriateness of the plan for staffing teams for work assignment support. The proposal should provide information that clearly identifies and describes all aspects of the offeror's plan for staffing teams for work assignment support, including a summary table of qualifications related to the technical requirements of the PWS and availability of non-key P4 and P3 personnel. This table should be presented in a simple, systematic format and include the following items: name, professional level, job title, proposed role under the contract, percent of time available for the contract, degree held and field of study, years of experience in area of expertise for proposed role under the contract, and specific project experience related to the PWS area of responsibility for the tasks in Section 3 of the PWS (tasks 3.1-3.14). The plan should also include a description of the resources and expertise to resolve technical issues/problems and how the offeror plans to integrate subcontractors and consultants on the teams to achieve a cohesive organization.
- Appropriateness of the system to assure availability of qualified personnel at all levels throughout the life of the contract. The proposal should provide a detailed description of the offeror's system/plan to recruit, hire, train, and retain personnel qualified to fulfill the requirements of the PWS throughout the life of the contract. The proposal should also describe the offeror's plan to identify, seek, and acquire personnel for short periods of time as required by specific work assignments.

#### **IV. PROGRAM MANAGEMENT PLAN**

This criterion is established to evaluate the quality of the proposed program management plan (PMP) to manage the contract effectively. Evaluation of the acceptability of the PMP will be based on the elements of the plan listed and described below. Offerors should provide the specific information identified in the description of each element to clearly demonstrate the adequacy of the plan to address all aspects of the program management.

- Appropriateness of the overall organizational structure. The proposal should provide information that clearly identifies the following aspects of the organizational structure: the roles and responsibilities of the Program Manager and other proposed personnel (if more than one individual is being proposed for a position, clearly convey each person's role in the PMP); the lines of authority (i.e., to whom each proposed person reports within the contractor's structure) for proposed prime contractor staff and management

and, if applicable, for each proposed subcontractor and consultant (lines of authority can be included in the discussion of roles and responsibilities or presented in a chart); and proposed staff levels.

- Adequacy of the communication mechanism. The proposal should provide information that clearly identifies how the proposed mechanism for communication will ensure effective coordination and timely management of contract activities, including a discussion of how communications will be instituted and maintained to ensure effective interaction between the offeror and any subcontractors and/or consultants, and between the offeror and the EPA Project Officer (PO) and Work Assignment Managers (WAMs).
- Adequacy and effectiveness of the system for tracking and monitoring costs and level of effort. The proposal should provide detailed information on and demonstrate the effectiveness of the offeror's proposed system to track and monitor individual work assignment costs and project progress, overall contract costs, and LOE to ensure performance within budgetary constraints and scheduled deadlines, including a plan for managing work assignments with quick turnaround, rapid response deadlines. The proposal should also provide information to demonstrate an understanding of and ability to address problems associated with performance under a contract with multiple ongoing projects and changing priorities.
- Demonstrated understanding of the problems associated with performance under a contract of this type (multiple, ongoing projects with changing priorities). The proposal should provide information that clearly demonstrates an understanding of the problems associated with contracts of this type, including identification of potential problems and examples of proposed solutions for these problems.
- Adequacy of start-up plan. The proposal should provide information that clearly demonstrates how the offeror's proposed start-up plan will ensure that the contractor is fully operational and fully staffed with qualified personnel within 15 business days after contract award, that ongoing work will continue with minimal or no disruption, and that completion of required training occurs in a timely manner.

## **V. SMALL DISADVANTAGED BUSINESS PLAN**

This criterion evaluates the proposed extent of participation by small disadvantaged business (SDB) concerns as demonstrated by the extent to which SDB concerns are specifically identified; the extent of commitment to use SDB concerns; the complexity and variety of the work the SDB concerns are to perform under the contract; and the extent of participation in terms of total contract value. The proposal should identify and discuss the role of any SDB concerns the offeror plans to use for the contract. **ALL SDB CONCERNS SPECIFICALLY IDENTIFIED AND EVALUATED UNDER THIS CRITERION SHALL BE LISTED IN ANY RESULTING CONTRACT.** (See Section I, FAR 52.219-25, Section H clause CPOD 19-04, Section L provision CPOD 19-02, and Section M provision EPAAR 1552.219-74). Offerors shall provide: (a) proposed targets expressed only as percentages of total proposed contract amount in each applicable North American Industry Classification System (NAICS) Subsectors as determined by the Department of Commerce; (b) a total target (expressed only as percentages of total proposed contract amount) for SDB participation by the prime contractor, including joint venture partners and team members; and (c) a total target (expressed only as percentages of total proposed

contract amount) for SDB participation by subcontractors. NOTE: THE OFFEROR'S RESPONSE TO THESE CRITERIA MUST ALSO BE INCLUDED IN THE OFFEROR'S COST PROPOSAL. IN THE COST PROPOSAL, OFFERORS SHALL PROVIDE THEIR PROPOSED TARGETS EXPRESSED IN BOTH DOLLARS AND PERCENTAGES OF THE TOTAL PROPOSED CONTRACT AMOUNT FOR (a), (b), AND (c) ABOVE.

## **VI. AVAILABILITY OF RESOURCES**

This criterion is established to evaluate the adequacy of the offeror's ability to provide the resources necessary to satisfy the requirements of the PWS. The proposal should provide a detailed description of the offeror's computer hardware and software resources, field sampling equipment, laboratory facilities and/or procedures for procuring required laboratory services, and any other available resources necessary to satisfy the requirements of the PWS.

## **VII. PAST PERFORMANCE**

This criterion is established to evaluate the offeror's past performance utilizing information which the Government will elicit from various sources regarding contractual experience with the offeror. The offeror shall provide a list of all, or at least five, relevant contracts and subcontracts completed during the last three years, and list all contracts and subcontracts currently in progress, which are similar in technical scope, magnitude (dollar amount), relevance, and complexity (CPFF, multi-task contracts) to the proposed contract. For each contract listed, the offeror shall provide the information required under the Section L provision EPAAR 1552.215-75 entitled "Past Performance Information" as part of its proposal for both the offeror and proposed subcontractors for subcontracts expected to exceed \$1M. References may be contacted by the Government and used in the evaluation of the offeror's past performance. References contacted and used to evaluate past performance are not limited to those identified by the offeror.

Offerors are requested to provide all listed references with the Past Performance Questionnaire (RFP Attachment 9), along with instructions to submit the completed form directly to the Contracting Officer via e-mail.

## **VIII. APPROPRIATENESS OF QUALITY MANAGEMENT DEMONSTRATION**

This criterion is established to evaluate the offeror's capabilities in, and plan to effectively manage, the quality assurance aspects of the contract. The components of this evaluation will include: (1) a review of the offeror's contract-specific QMP in relation to the requirements specified in Clause L.23 of this solicitation; (2) the appropriateness, specificity, relevance to the PWS, and level of detail of the example quality assurance project plan(s) as specified in Clause E.2 of this solicitation; and (3) a demonstration of the integration of QA principles and practices with the demonstration of corporate and personnel technical experience presented in Criteria I and II, above. The activities and functional relationships presented in the QMP should be consistent with those presented in the Program Management Plan. **Note that the QMP and example QAPPs will NOT be considered as part of the page count of the proposal.**

The offeror's proposed QMP will be evaluated on its ability to effectively manage the QA aspects of the contract. This customized QMP must:

- Be prepared in accordance with EPA Requirements for Quality Management Plans (QA/R-2), March 2001 (Reissued May 2006). EPA/240/B-01/002 (<http://www.epa.gov/quality/qs-docs/r2-final.pdf>). The QMP must address the organization's policy, procedures, and organizational approach for ensuring the quality of all technical activities to be performed under the PWS. These procedures must recognize EPA's plans to require project-specific QAPPs to support individual work assignments issued under the contract.
- Include the technical organization proposed for the contract in a unified organizational chart that encompasses the technical PWS activities, subcontractors (including consultants), and QA/QC personnel. This organizational chart must show the lines of authority, responsibility, and communication. The organizational chart also must be supported by text that discusses these roles and responsibilities.
- Discuss the independence of the QA personnel who are proposed by the offeror. These will include a Corporate QA Manager (or equivalent), as well as any project or task-designated QA personnel. Project or task QA personnel are those who will be responsible for preparing, reviewing, and assuring that the technical work on the contract conforms to the approved QA requirements under the contract. These QA personnel may include subcontractor QA personnel.
- Include a detailed discussion of the hierarchy of QA responsibilities between the offeror and all subcontractors (including consultants and related team members).
- Document the organization's procedures for assuring that all personnel performing technical and/or QA/QC-related work for the organization have the necessary skills to effectively accomplish their work.
- Describe the offeror's types and degree of experience in developing and applying QA/QC procedures to the activities needed for performance of the PWS; and
- Provide the background and experience of the proposed personnel relevant to accomplishing the QA specification in the PWS.

Sample QAPPs submitted by the offeror should have been developed to support an effort involving the collection, generation, analysis, and/or use of primary or secondary (existing) data for a project with activities similar to those specified in the proposed contract PWS. The sample QAPPs may be for any project (i.e., contract, task, work assignment, etc.) that will demonstrate the offeror: (1) understands the EPA's requirements for QAPPs; and (2) is capable of preparing a QAPP that includes all the required QAPP elements and addresses those elements with specific details concerning how the offeror controls, defines, documents, and measures quality for technical activities similar to those that will be performed under the PWS for the proposed contract. The sample QAPPs do not need to be prepared specifically for the RFP PWS, but must



address activities that are similar to those that would be performed under the proposed contract. The offeror must submit examples of four (4) QAPPs, or equivalent QA planning documents, that involve the collection, generation, analysis, and use of primary and secondary (existing) data for projects with activities similar to those specified in the proposed contract PWS, Attachment 1. Two (2) of the QAPPs must reflect projects that involve primary data (i.e., field sampling, laboratory analysis). Please note that field sampling and laboratory analysis do not need to be covered together in the same QAPP. The other two (2) QAPPs must address compilation and analysis of existing environmental data (e.g., literature search, database search, model applications). The sample QAPPs should describe specific procedures for all environmental data operations using primary and secondary data, including (if applicable), software and model development. Each QAPP should consist of the elements specified in EPA QA/R-5, "EPA Requirements for Quality Assurance Project Plans." More detailed information on that document can be accessed at <http://www.epa.gov/quality/qs-docs/r5-final.pdf>.



## ATTACHMENT 6

### REPORTS OF WORK

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

#### MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish a copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments and/or task orders, include the estimated percentage of task completed during the reporting period for each work assignment or task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contractor Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

- (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life, display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
- (3) Labor hours.
  - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
  - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
  - (iii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
  - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current

- reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.
- (e) The report shall specify financial status at the work assignment task level as follows:
- (1) For the current period, display the amount claimed.
  - (2) For the cumulative period, display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.
    - (iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
  - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
  - (5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.
  - (6) A list of deliverables of each work assignment or delivery order during the reporting period.
  - (7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following email addresses on or before the 20<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70 Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports to the following personnel and addresses:

Project Officer- email address identified in contract

Contracting Officer- email address identified in contract

## ATTACHMENT 7

### DEFINITION OF LABOR CATEGORIES

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

The following definitions of labor categories are provided to aid in the preparation of both the technical and cost proportions of your proposal.

(a) Professional

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title:	Project Manager, Senior Scientist, Senior Analyst, QA Officer/Manager.
Normal Qualifications:	Ph.D. Degree or equivalent
Experience:	minimum of 10 years

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title:	Chemist, Statistician, Writer/Editor, Toxicologist, Modeler, Environmental Engineer, Computer Programmer, Analyst, Biologist, Technician
Normal Qualifications:	Master's Degree or equivalent
Experience:	minimum of 6 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title:	Junior Engineer, Junior Analyst, Junior Scientist, Junior Writer/Editor, Meeting Coordinator
Normal Qualifications:	Bachelor's Degree in an appropriate field or equivalent
Experience:	minimum of 3 years

(4) Level 1 - Lowest category. Works under close supervision of senior level personnel. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title:	Associate Engineer, Associate Scientist
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Normal Qualifications:  
Experience:

Bachelor's Degree in an appropriate field or equivalent  
none

(b) Experience/Qualification Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor's Degree in an appropriate field.

(2) A Bachelor's Degree in an appropriate field plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Master's Degree.

(3) A Bachelor's Degree in an appropriate field plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four years or a Master's Degree plus two years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-to-one basis.

**ATTACHMENT 8****INVOICE PREPARATION INSTRUCTIONS  
SF 1034****Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by contractor labor category the number of hours,

hourly rate and total dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice



as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.

- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

## ATTACHMENT 9

### PAST PERFORMANCE QUESTIONNAIRE SOURCE SELECTION SENSITIVE INFORMATION

#### Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters

**Name of Offeror:**

**Contract Information:**

**(Supplied by offeror in proposal, or obtained by EPA)**

Evaluator's Organization:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings indicated below are to be supplied by the evaluator identified above and **not** the offeror.

Performance Elements	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1. Quality of Product or Service					
2. Schedule					
3. Cost Control (N/A for FFP)					
4. Business Relations*					
5. Management of Key Personnel					

\*Effective management, including subcontracts and utilization of SDBs; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive.

7. Please identify corporate affiliations that you have with the offeror, if any.

8. Would you do business with the offeror again?

9. Information provided by:

Name of Source \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

10. Questionnaire received by:

Name of EPA  
Employee \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ATTACHMENT 10**

**CLIENT AUTHORIZATION LETTER**

**Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

**(Address)**

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency RFP No. SOL-CI-13-00026 entitled "Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters". The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to:

Sincerely,